

FIRST AMENDMENT TO MARITAL SETTLEMENT AGREEMENT

This First Amendment to Marital Settlement Agreement ("Amendment") is entered into this 6th day of October, 2018, by and between **CRAIG B. DEIMLER**, of 2100 Bellevue Rd, Harrisburg, Dauphin County, Pennsylvania 17104 (hereinafter referred to as "Husband"),

AND

MELISSA I. DEIMLER, of 3205 Elmwood Drive, Harrisburg, Dauphin County, Pennsylvania 17110 (hereinafter referred to as "Wife"):

WITNESSETH:

WHEREAS, Husband and Wife entered into a Marital Settlement Agreement ("Agreement") effective December 19, 2012, pursuant to which Husband agreed to transfer the marital residence located 3205 Elmwood Drive, Harrisburg, Pennsylvania upon Wife's refinance of the same into her name alone; and

WHEREAS, Husband and Wife now wish to modify the terms of the Agreement in the manner set forth in this Amendment to the Agreement.

NOW THEREFORE, in consideration of this First Amendment to Marital Settlement Agreement, and of the mutual promises, covenants and undertakings set forth herein, and incorporating the above-set-forth recitals herein by reference, Husband and Wife, each intending to be legally bound hereby, covenant and agree as follows:

1. Section 5.5 of the Agreement is hereby modified as follows:

(a) Husband shall remain the sole and exclusive owner of the marital residence located at 3205 Elmwood Drive, Harrisburg, Pennsylvania;

(b) Husband will pay Wife the sum of \$33,000.00 over five years as her share of the equity in the marital residence and not as alimony. Said payments will either be by monthly installment in the amount of \$550.00 per month or in annual installments in the amount of \$6,600.00 annually. Said monthly payments will begin no later than January 1, 2019. Husband is free to pay Wife the entire outstanding balance owed at any time prior to the expiration of five years without penalty;

(c) Husband agrees to rent to Wife the marital residence located at 3205 Elmwood Drive, Harrisburg, Pennsylvania, for a period of five years in the amount of \$500.00 per month. Said rental payment will be paid to Husband by the first day of every month. Wife's lease with Husband shall begin on January 1, 2019 and end on December 31, 2023.

(d) Husband will be solely and exclusively responsible for all taxes, liens, mortgages, insurance and encumbrances on the marital residence without contribution from Wife; and

(e) Wife will be solely and exclusively responsible for any and all utilities associated with the marital residence during her period of occupancy without contribution from Husband.

2. The parties acknowledge that Husband has been paying Wife the sum of \$1,700.00 per month in alimony by making said payment directly to the Lender for the monthly mortgage currently on the marital residence. Husband and Wife agree that Husband will continue to pay his monthly alimony obligation directly to the Lender until said obligation expires on December 1, 2018.

3. Except as specifically modified in this Amendment, all other terms and conditions of the Lease shall remain the same and shall continue in full force and effect.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto, either individually or by their duly authorized representative(s), have executed this Amendment the day and year first above written.

WITNESS:

[Signature]

Craig B. Deimler
Craig B. Deimler

WITNESS:

[Signature]

Melissa I. Deimler
Melissa I. Deimler

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF) SS.:

On this the 6th day of October, 2018, before me, the undersigned officer, personally appeared **Craig B. Deimler**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

[Signature] (seal)
Notary Public

My Commission Expires: 06/12/2021

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF) SS.:

On this the 6th day of October, 2018, before me, the undersigned officer, personally appeared **Melissa I. Deimler**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purpose therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal.

[Signature] (seal)
Notary Public

My Commission Expires: 06/12/2021

